

The Hongkong Telegraph.

ESTABLISHED 1861.

NEW SERIES No. 101.

日一十月六日一十二月光

THURSDAY, AUGUST 1, 1895.

四拜禮 號一月八英港香

THIRTY DOLLARS
PER ANNUM.

BANKS.

THE CHARTERED BANK OF INDIA,
AUSTRALIA AND CHINA.

INCORPORATED BY ROYAL CHARTER, 1853.
HEAD OFFICE—LONDON.

CAPITAL PAID-UP \$100,000
RESERVE LIABILITY OF SHARE-
HOLDERS \$100,000
RESERVE FUND \$325,000

INTEREST ALLOWED on CURRENT
ACCOUNT at the Rate of 2 per cent. per
annum on the Daily Balances.

On Fixed Deposits for 12 months, 4 per cent.

5 " " 3 " 3 " 2 " 2 "

T. E. SANSON,
pro. Manager, Hongkong.

Hongkong, 1st August, 1895. [105]

HONGKONG AND SHANGHAI
BANKING CORPORATION.

PAID-UP CAPITAL \$10,000,000
RESERVE FUND \$5,000,000

RESERVE LIABILITY OF PROPRIETORS. \$10,000,000

COURT OF DIRECTORS:
J. KRAMER, Esq.—Chairman.
Hon. A. MACONACHE—Deputy Chairman.
Hon. J. J. Bell-Irving, S. C. Michaelson, Esq.
G. B. Dodwell, Esq. D. R. Sissons, Esq.
M. D. Eckel, Esq. N. A. Sible, Esq.
R. M. Gray, Esq.

CHIEF MANAGER:
Hongkong—T. JACKSON, Esq.
MANAGER:
Shanghai—H. M. BEVIS, Esq.
LONDON BANKERS—LONDON AND COUNTY
BANKING COMPANY, LIMITED.

HONGKONG—INTEREST ALLOWED
On Current Accounts at the rate of 2 per cent.
per annum on the daily balance.

INTEREST ON FIXED DEPOSITS:

For 3 months, 2 per cent. per annum.

For 6 months, 3 per cent. per annum.

For 12 months, 4 per cent. per annum.

T. JACKSON,
Chief Manager.

Hongkong, 1st August, 1895. [103]

HONGKONG SAVINGS BANK.

THE Business of the above Bank is conducted
by the HONGKONG AND SHANGHAI
BANKING CORPORATION. Rules may be
obtained on application.

INTEREST on deposits is allowed at 3 PER
CENT. per annum.

Depositors may transfer at their option
balances of \$100 or more to the HONGKONG AND
SHANGHAI BANK to be placed on FIXED
DEPOSIT at 4 PER CENT. per annum.

For the HONGKONG AND SHANGHAI
BANKING CORPORATION.

T. JACKSON,
Chief Manager.

Hongkong, 1st August, 1895. [104]

THE NATIONAL BANK OF CHINA,
LIMITED.

Authorised Capital \$1,000,000
Subscribed Capital \$500,000

HEAD OFFICE—HONGKONG.

Court of Directors—

D. Gillies, Esq. Chow Tung Shang, Esq.

H. Stollerfoht, Esq. Kwan Ho Chuen, Esq.

Chan Kit Shan, Esq.

Chief Manager:

GEO. W. F. PLAYFAIR.

Interest for 12 months Fixed, 5 per cent.

Hongkong, 23rd October, 1895. [105]

THE MERCANTILE BANK OF
INDIA, LIMITED.

AUTHORISED CAPITAL \$1,500,000

SUBSCRIBED \$1,180,000

PAID-UP \$500,000

BANKERS:

LONDON JOINT STOCK BANK, LIMITED.

INTEREST ALLOWED on CURRENT
ACCOUNTS at the Rate of 2 per cent.

per annum on the Daily Balance.

ON FIXED DEPOSITS:

For 12 Months—5 per cent.

6 " " 4 "

3 " " 3 "

JOHN THURBURN,
Manager, Hongkong.

Hongkong, 18th June, 1894. [104]

Notices of Firms.

NOTICE.

HAVING severed all connection with the
late Firm of EDWARD SCHELHASS
& Co., I have this Day established myself as
GENERAL MERCHANT and COMMISSION
AGENT under the Name and Style of

H. H. KIRCH & Co.,
OFFICES—CONNAUGHT HOUSE.

Hongkong, 19th July, 1895. [105]

H. H. KIRCH.

NOT RESPONSIBLE FOR DEBTS.

NEITHER the CAPTAIN, the AGENTS, nor
the OWNERS will be RESPONSIBLE
for any DEBTS contracted by the Officers or
Crew of the Ship *Lyndhurst*.

Hongkong, 1st July, 1895. [105]

THE PHARMACY.

SPRAY PRODUCERS.

SELTZOGES.

MANICURE REQUISITES.

PINAUD'S PERFUMERY AND TOILET WATERS.

TONIC KOLA WINE.

GOLDEN MALTZ.

FARINA'S EAU DE COLOGNE.

Sole Agents for "TANSAN" the popular

Table-Water which contains 8 per cent. more

Iron carbonate than that from any other

Chalybeate Spring.

FLETCHER & Co.,

and

CARMICHAEL & Co., Ltd.

Hongkong, 12th July, 1895. [105]

Intimations.

BELL'S ASBESTOS EASTERN
AGENCY, LIMITED.

28, QUEEN'S ROAD CENTRAL.

28, QUEEN'S ROAD CENTRAL.</p

THE HONGKONG TELEGRAPH, THURSDAY, AUGUST 1, 1895.

only to those immediately concerned, but to the colony. Looking at the first result, in the shape of the good ship *Ban Po Soon*, Messrs. Riley Hargreaves & Co. deserve a large measure of praise for the success which they have achieved. As was pointed out in the happy little function which pleasantly closed the ceremony of launching, the new steamer is what is known among the engineering fraternity as "a good-honest job." That, being interpreted, means that all the best workmanship and materials have been put into the *Ban Po Soon*; and, as she lay on the stocks before taking her natural element, one could see on a close examination that the finish and workmanship were of excellent and substantial order. . . . The firm has already in hand another order for a steel steamer of a thousand tons register, and her keel is to be laid immediately. . . . So long as Messrs. Riley Hargreaves & Co. can turn out steamships at a trice below that at which home builders can do (looking of course also at the run out and the expense consequent thereon) Singapore must always secure local patronage. . . . Everything being in readiness Mrs. Jackson Millar gracefully broke a bottle of champagne over the stem and immediately afterwards the *Ban Po Soon* slid in to the water. She went in just like a duck taking to the water. There was not a hitch of any kind. . . . The *Ban Po Soon*'s principal dimensions are: length 173 ft., beam 26 ft., depth 10 ft., 5 in.; tonnage 1,034; two screws driven by two sets of triple expansion engines; steam will be taken from a boiler at a pressure of 160 lbs. to the sq. in., and she will have a speed of ten knots. She is owned by Mr. Lam Ah Sam. The new ship about to have her keel laid now is to be of 1,000 tons A.I. special survey at Lloyds; 195 ft. long, 29 ft. deep, 11 ft. 6 in. keel speed; to be built for Mr. Ang Lim Tyo.

LEGAL JOTTINGS.

BILL OF EXCHANGE GIVEN FOR RENT—DISTRESS—Suspension of right of Where a tenant gave landlord a bill of exchange for rent due—Held that there was evidence to go to the jury of an agreement by the landlord to suspend his right of distress during the currency of the bill. *Palmer v. Bramley*, June 18.

LINCOLN DEFAMATION—Absolute privilege—Communication made by officer of state in course of official duty. The plaintiff having brought an action of libel in respect of a communication made by the Secretary of State in Council for India to the Parliamentary Under-Secretary in order to enable the latter to answer a question asked in the House of Commons with regard to the treatment of the plaintiff, an officer in the Army, by the Indian military authorities.—Held that, as the statement complained of was one made by an officer of State to his subordinate in the course of his official duty, it was absolutely privileged, and the action could not possibly be maintainable; and therefore that the action should be dismissed as vexatious. *Chatterton v. Secretary of State in Council*, June 18th; C. A. (Lord Esher, Kay L. J., and A. L. Smith, L. J.)

LIMITATIONS, STATE OF—Concealed fraud—Partnership accounts. Two brothers, J. and G., carried on partnership with their father from 1870 to 1886, when the father died. J. and G. continued to carry on the business in partnership till 1893, when J. died. G. alleged that he had recently discovered that, during the father's life, J. had fraudulently alienated money from the partnership funds and had concealed the fraud from his partners, and claimed to take the accounts of the partnership from 1870. Wright, J., held that the Statute of Limitations was a good defence to the claim, and that its operation was not avoided by the fact that there was concealed fraud, because the fraud might have been discovered by G. at any time if he had used due precaution. But held, by the Court of Appeal, that, having regard to the fiduciary relation of the partners to one another, the Statute of Limitations was no defence to the claim. *Bettelman v. Bettelman*, June 14th; C. A. (Lindley, Lopes, and Raby L. J.)

SHIP—CHARTER-PARTY—Delivery of spars and poles. A charter-party for the carriage of spars and poles from a port in Norway to London provided that the cargo should be discharged in the Surrey Commercial Dock, the discharging to take place on eight days—the cargo to be taken alongside the ship at merchant's risk and expense—the ship "to discharge over side in the river or dock lighter or otherwise if required by consignees."—Held, that the master and crew of the ship were not bound, under the charter-party, to get the spars and poles outside the ship and into the lighter; that when they had brought the spar or pole within reach of the consignees in the lighter, it was the duty of the latter to take part in the joint operation of delivering and receiving the goods, and that the consignees were liable to pay demurrage for delay caused by reason of the men in the lighter being too few to enable the discharge to be completed within the lay days. *Petersen v. Freebody & Co.*, June 11; C. A. (Lord Esher, M. R., Kay, L. J., and A. L. Smith, L. J.)

A somewhat sensational incident occurred in the Crown Court, at the recent Chester Assizes, before Mr. Justice Lawrence. An old man was indicted for attempting to commit suicide, and by the advice of counsel pleaded guilty. The prisoner's case had been blameless until, owing to private misfortune, he committed the offence for which he was to be tried, and the leading inhabitants of his native town, including the vicar of the parish, were all present ready to give him a character. While the prisoner's counsel was addressing the Judge it transpired, from the casual remarks of his Lordship, that on the calendar supplied to him these were noted up against the prisoner a series of previous convictions including one of penal servitude. The thing was a blunder, which happily was discovered in time, but only after a number of witnesses had been called to prove the prisoner's character. The prisoner was then allowed to go away unconvicted. There can be no doubt that had the case been dealt with without counsel or witnesses appearing for the prisoner, the prisoner would have been placed in a very unfortunate position, as in all probability no one except the Judge would ever have known of the alleged previous convictions, and he would have assumed they existed, on the principle that the police authorities do not as a rule err.

PRACTICE—APPEAL—Trial by Judge without a jury—Duty of Court of Appeal. Where a case is tried by a judge without a jury, and it goes to the Court of Appeal, a presumption arises that the decision of the court below is right, which presumption must be displaced by the appellant. If he satisfactorily makes out that the judge is wrong, then, in as much as the appeal is in nature of a rehearing, it should be reversed; but if the case is left in doubt, it is clearly the duty of the Court of Appeal not to disturb the decision of the Court below; (per Lopes, L. J.)

SHIP—CHARTER-PARTY—DISCHARGE OF CARGO—Duties of Master and of Consignees—Demurrage.—The plaintiff sued the defendants

to recover a sum for the demurrage for the detention of a vessel called the *Magdalene*, under a charter-party. The vessel was chartered to carry a part cargo of spars and poles from a port in Norway to London, to be there delivered as per bills of lading on being paid freight. The charter-party provided as follows: "The discharging to take place in eight days, or quicker if possible; receiver of cargo to have option of keeping the vessel five running days on demurrage, at the rate of 4d. per register ton per day, and pro rata for any part of the last of such days, payable day by day. The cargo to be brought to and taken from alongside the ship at merchant's risk and expense; ship to receive and deliver the cargo with such despatch that unnecessary delay can be avoided. To discharge over side in the river or dock into lighters or otherwise if required by consignees. The usual custom of wood trade of each port to be observed by each party in cases where not specially expressed." The unloading exceeded the number of eight days by nine days, and demurrage was claimed for nine days. The question was whether the eight days were exceeded by the fault of the charterer or not. The poles and spars were delivered into lighters, and, owing to there not being sufficient men on the lighters, some of the crew of the vessel assisted in receiving the cargo into the lighters. At the trial before Kennedy, J., without a jury, the learned judge held, that the delay was owing to the charterer not being able to receive the cargo as fast as the vessel could deliver, and gave judgment for the plaintiff. The defendants appealed. Held (dismissing the appeal), that the master and crew were only bound to bring the poles and spar within reach of the men of the lighters, and that it was then the duty of the consignees to receive the poles and spars into the lighters, and that the delay being caused by there being too few men in the lighters, the consignees were liable to pay demurrage.

PEDERSEN v. FREEBODY AND CO., Ct. of App.; Lord Esher, M.R., Kay and Smith, L. J. J. 15.—Counsel for the appellants, Joseph Walton, Q.C., and Mr. Scrutton; for the respondent, A. Robson, Q.C., and Carver, Solicitors for the appellants, Trinder and Capron; for the respondent Stokes, Saunders, and Stokes.—Law Times Journal.

BIRD v. VESTRY OF ST. MARY ABBOTTS, Kensington. The appellant was summarily convicted under sect. 21 of the Public Health (London) Act, 1891, on a complaint by the sanitary authority that premises on which he carried on the business of a brazier in the process of brickbusting caused a filthiness and a nuisance and dangerous to health.

Held, that it was not a condition precedent to such a trial that a police under-constable should have been served upon the appellant requiring him to state the nuisance; such a notice is only required in the case of the particular nuisances enumerated in sect. 2.—*Law Times*.

THE WATANA MINES.

A good deal has appeared in the French papers on the subject of the Watana mines in Siam, and the action of the promoter in selling his founders' shares last year. It appears M. Henri Jacob, when the company was constituted, received £75,000 in cash and 60 per cent. of the net profits, which were represented by 50,000 founders' shares. The share capital was £700,000, 7,000 shares of £100 each, of which 3,450 were issued as fully paid to M. Jacob and 3,750 offered to the public for cash. The profits would thus have worked out this way, supposing they had amounted to £400,000—£60,000 for the founders' shares and £1,571 for the shares given to M. Jacob, the balance being for those who provided the cash. After some judicious statements, as to the finds of gold (said to be in the Shaw reef 13 kilog. 300 grammes per ton, and in another instance 5 to 6 kilog. per ton) the founders' shares were launched last September, and quickly ran up to no less than £600 per share. This showed a capital valued at 45 millions of francs, whilst the subscribed capital was only £375,000, of which £75,000 had been paid to M. Jacob. The latest official reports do not seem to bear out the earlier statements as to the work at the mine and its results. In commenting on this the *Economist* *Européen* does not question what may be the wealth of the Watana mine, but it says that "if all gold mines constituted as French companies are to be launched as this has been, the French market had better confine it to copper, or even lead mines."

The above para we take from the *Hongkong Daily Press*, which has evidently condensed the information from French papers. The figures are quite correct, but the conclusions are, according to the *Siam Free Press*, entirely wrong. "The profits would thus have worked out this way supposing they had amounted to 100,000 francs," &c., is calculated to mislead the public. About 55 per cent. of the net profits would have gone to those persons who provided the money (*vide* the back of founders' shares). Of the 45 per cent. left, the founders' shares would have received 60 per cent. and the rest would have gone to the shareholders. It was, however, never intended to work the gold mine with 375,000 francs. It was only intended to expend this sum in the careful exploration and examination of the mine. The Company has now started with a capital of 3,000,000 francs, which has been entirely subscribed by the seven bankers who originally started the Company, thus showing their absolute faith in the Watana mines. The number of founders' shares remains unchanged; and these shares were sold at the beginning of their supposed value *viz.* 200 francs. That speculation set their value up to 600 francs. But only a limited number of transactions took place at this figure. The price is now a little over 200 francs, which is by no means exaggerated taking into consideration the marvellous finds made by Mr. J. M. Bell; and the specimens taken home by that experienced engineer will probably average a like, or even better, result to those magnificent specimens secured by Messrs. Shaw and Weiss from the "Shaw reef." Of course the whole vein or reef is not of the same richness. But taking even the lowest estimates—10 to 45 grammes per ton—the Watana mine is to be considered exceedingly rich.

There are, it appears, the Bangkok paper, now some 250 coolies working at the mine, though progress in the hard quartz is exceedingly slow. The health of European and native workmen is excellent; and the only difficulty and the great drawback is the want of good communication with Bangkok. And since no assistance need be expected from the Siamese government in this respect a part of the capital will be expended in road-making. There are several of the Paris papers inclined to treat the Watana venture somewhat scuriously, and this feeling may perhaps be better understood when it is stated that the usual financial tools and brokers are being kept severely at arm's length, and the capital of the venture confined to a few solid and influential persons, who have every confidence in the value of the mine they have in

TOBACCO COMPANIES.

NEW LONDON BORNEO TOBACCO CO.

The third yearly general meeting of the shareholders of the above company was held at the offices of the company, 101, Leadenhall-street, on 27th June. The Hon. Charles Hedley Sturt presided. The secretary (Mr. A. Fletcher) having read the notice convening the meeting.

The Chairman said:—Gentlemen, I do not suppose you will wish to have the report read to you, and I shall, therefore, with your permission, take it as read. As regards the accounts, I do not know whether you thoroughly understand them. We tried as far as possible to put them in the same form as last year, so that those who took an interest in them could compare. As you see, the chief point in the accounts is that the proceeds of the crop, after paying expenses in Borneo and our expenses, comes to £10,362, instead of £11,652, or practically £6,000 better than the previous year. The profit on sales, of

we are now selling, for the demurrage for the detention of a vessel called the *Magdalene*, under a charter-party. The vessel was chartered to carry a part cargo of spars and poles from a port in Norway to London, to be there delivered as per bills of lading on being paid freight. The charter-party provided as follows: "The discharging to take place in eight days, or quicker if possible; receiver of cargo to have option of keeping the vessel five running days on demurrage, at the rate of 4d. per register ton per day, and pro rata for any part of the last of such days, payable day by day. The cargo to be brought to and taken from alongside the ship at merchant's risk and expense; ship to receive and deliver the cargo with such despatch that unnecessary delay can be avoided. To discharge over side in the river or dock into lighters or otherwise if required by consignees. The usual custom of wood trade of each port to be observed by each party in cases where not specially expressed." The unloading exceeded the number of eight days by nine days, and demurrage was claimed for nine days. The question was whether the eight days were exceeded by the fault of the charterer or not. The poles and spars were delivered into lighters, and, owing to there not being sufficient men on the lighters, some of the crew of the vessel assisted in receiving the cargo into the lighters. At the trial before Kennedy, J., without a jury, the learned judge held, that the delay was owing to the charterer not being able to receive the cargo as fast as the vessel could deliver, and gave judgment for the plaintiff. The defendants appealed. Held (dismissing the appeal), that the master and crew were only bound to bring the poles and spar within reach of the men of the lighters, and that it was then the duty of the consignees to receive the poles and spars into the lighters, and that the delay being caused by there being too few men in the lighters, the consignees were liable to pay demurrage.

The Chairman said:—Gentlemen, I do not

suppose you will wish to have the report read to you, and I shall, therefore, with your permission, take it as read. As regards the accounts, I do not know whether you thoroughly understand them. We tried as far as possible to put them in the same form as last year, so that those who took an interest in them could compare. As you see, the chief point in the accounts is that the proceeds of the crop, after paying expenses in Borneo and our expenses, comes to £10,362, instead of £11,652, or practically £6,000 better than the previous year. The profit on sales, of

we are now selling, for the demurrage for the detention of a vessel called the *Magdalene*, under a charter-party. The vessel was chartered to carry a part cargo of spars and poles from a port in Norway to London, to be there delivered as per bills of lading on being paid freight. The charter-party provided as follows: "The discharging to take place in eight days, or quicker if possible; receiver of cargo to have option of keeping the vessel five running days on demurrage, at the rate of 4d. per register ton per day, and pro rata for any part of the last of such days, payable day by day. The cargo to be brought to and taken from alongside the ship at merchant's risk and expense; ship to receive and deliver the cargo with such despatch that unnecessary delay can be avoided. To discharge over side in the river or dock into lighters or otherwise if required by consignees. The usual custom of wood trade of each port to be observed by each party in cases where not specially expressed." The unloading exceeded the number of eight days by nine days, and demurrage was claimed for nine days. The question was whether the eight days were exceeded by the fault of the charterer or not. The poles and spars were delivered into lighters, and, owing to there not being sufficient men on the lighters, some of the crew of the vessel assisted in receiving the cargo into the lighters. At the trial before Kennedy, J., without a jury, the learned judge held, that the delay was owing to the charterer not being able to receive the cargo as fast as the vessel could deliver, and gave judgment for the plaintiff. The defendants appealed. Held (dismissing the appeal), that the master and crew were only bound to bring the poles and spar within reach of the men of the lighters, and that it was then the duty of the consignees to receive the poles and spars into the lighters, and that the delay being caused by there being too few men in the lighters, the consignees were liable to pay demurrage.

The Chairman said:—Gentlemen, I do not

suppose you will wish to have the report read to you, and I shall, therefore, with your permission, take it as read. As regards the accounts, I do not know whether you thoroughly understand them. We tried as far as possible to put them in the same form as last year, so that those who took an interest in them could compare. As you see, the chief point in the accounts is that the proceeds of the crop, after paying expenses in Borneo and our expenses, comes to £10,362, instead of £11,652, or practically £6,000 better than the previous year. The profit on sales, of

we are now selling, for the demurrage for the detention of a vessel called the *Magdalene*, under a charter-party. The vessel was chartered to carry a part cargo of spars and poles from a port in Norway to London, to be there delivered as per bills of lading on being paid freight. The charter-party provided as follows: "The discharging to take place in eight days, or quicker if possible; receiver of cargo to have option of keeping the vessel five running days on demurrage, at the rate of 4d. per register ton per day, and pro rata for any part of the last of such days, payable day by day. The cargo to be brought to and taken from alongside the ship at merchant's risk and expense; ship to receive and deliver the cargo with such despatch that unnecessary delay can be avoided. To discharge over side in the river or dock into lighters or otherwise if required by consignees. The usual custom of wood trade of each port to be observed by each party in cases where not specially expressed." The unloading exceeded the number of eight days by nine days, and demurrage was claimed for nine days. The question was whether the eight days were exceeded by the fault of the charterer or not. The poles and spars were delivered into lighters, and, owing to there not being sufficient men on the lighters, some of the crew of the vessel assisted in receiving the cargo into the lighters. At the trial before Kennedy, J., without a jury, the learned judge held, that the delay was owing to the charterer not being able to receive the cargo as fast as the vessel could deliver, and gave judgment for the plaintiff. The defendants appealed. Held (dismissing the appeal), that the master and crew were only bound to bring the poles and spar within reach of the men of the lighters, and that it was then the duty of the consignees to receive the poles and spars into the lighters, and that the delay being caused by there being too few men in the lighters, the consignees were liable to pay demurrage.

The Chairman said:—Gentlemen, I do not

suppose you will wish to have the report read to you, and I shall, therefore, with your permission, take it as read. As regards the accounts, I do not know whether you thoroughly understand them. We tried as far as possible to put them in the same form as last year, so that those who took an interest in them could compare. As you see, the chief point in the accounts is that the proceeds of the crop, after paying expenses in Borneo and our expenses, comes to £10,362, instead of £11,652, or practically £6,000 better than the previous year. The profit on sales, of

we are now selling, for the demurrage for the detention of a vessel called the *Magdalene*, under a charter-party. The vessel was chartered to carry a part cargo of spars and poles from a port in Norway to London, to be there delivered as per bills of lading on being paid freight. The charter-party provided as follows: "The discharging to take place in eight days, or quicker if possible; receiver of cargo to have option of keeping the vessel five running days on demurrage, at the rate of 4d. per register ton per day, and pro rata for any part of the last of such days, payable day by day. The cargo to be brought to and taken from alongside the ship at merchant's risk and expense; ship to receive and deliver the cargo with such despatch that unnecessary delay can be avoided. To discharge over side in the river or dock into lighters or otherwise if required by consignees. The usual custom of wood trade of each port to be observed by each party in cases where not specially expressed." The unloading exceeded the number of eight days by nine days, and demurrage was claimed for nine days. The question was whether the eight days were exceeded by the fault of the charterer or not. The poles and spars were delivered into lighters, and, owing to there not being sufficient men on the lighters, some of the crew of the vessel assisted in receiving the cargo into the lighters. At the trial before Kennedy, J., without a jury, the learned judge held, that the delay was owing to the charterer not being able to receive the cargo as fast as the vessel could deliver, and gave judgment for the plaintiff. The defendants appealed. Held (dismissing the appeal), that the master and crew were only bound to bring the poles and spar within reach of the men of the lighters, and that it was then the duty of the consignees to receive the poles and spars into the lighters, and that the delay being caused by there being too few men in the lighters, the consignees were liable to pay demurrage.

The Chairman said:—Gentlemen, I do not

suppose you will wish to have the report read to you, and I shall, therefore, with your permission, take it as read. As regards the accounts, I do not know whether you thoroughly understand them. We tried as far as possible to put them in the same form as last year, so that those who took an interest in them could compare. As you see, the chief point in the accounts is that the proceeds of the crop, after paying expenses in Borneo and our expenses, comes to £10,362, instead of £11,652, or practically £6,000 better than the previous year. The profit on sales, of

we are now selling, for the demurrage for the detention of a vessel called the *Magdalene*, under a charter-party. The vessel was chartered to carry a part cargo of spars and poles from a port in Norway to London, to be there delivered as per bills of lading on being paid freight. The charter-party provided as follows: "The discharging to take place in eight days, or quicker if possible; receiver of cargo to have option of keeping the vessel five running days on demurrage, at the rate of 4d. per register ton per day, and pro rata for any part of the last of such days, payable day by day. The cargo to be brought to and taken from alongside the ship at merchant's risk and expense; ship to receive and deliver the cargo with such despatch that unnecessary delay can be avoided. To discharge over side in the river or dock into lighters or otherwise if required by consignees. The usual custom of wood trade of each port to be observed by each party in cases where not specially expressed." The unloading exceeded the number of eight days by nine days, and demurrage was claimed for nine days. The question was whether the eight days were exceeded by the fault of the charterer or not. The poles and spars were delivered into lighters, and, owing to there not being sufficient men on the lighters, some of the crew of the vessel assisted in receiving the cargo into the lighters. At the trial before Kennedy, J., without a jury, the learned judge held, that the delay was owing to the charterer not being able to receive the cargo as fast as the vessel could deliver, and gave judgment for the plaintiff. The defendants appealed. Held (dismissing the appeal), that the master and crew were only bound to bring the poles and spar within reach of the men of the lighters, and that it was then the duty of the consignees to receive the poles and spars into the lighters, and that the delay being caused by there being too few men in the lighters, the consignees were liable to pay demurrage.

Intimations.

HONGKONG, CANTON AND MACAO STEAMBOAT COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE FIFTY-EIGHTH ORDINARY HALF-YEARLY MEETING of SHAREHOLDERS in the COMPANY will be held at the OFFICE of the COMPANY, No. 13, Bank Buildings, Queen's Road Central, on SATURDAY, the 26th August, at 12 o'clock NOON, for the purpose of Receiving a Report of the Directors, together with a Statement of Account, declaring a Dividend, and electing Directors and Auditors.

The TRANSFER BOOKS of the Company will be CLOSED from the 20th instant to 3rd August inclusive.

By Order of the Board of Directors,

C. TOMLIN,
Acting Secretary.

Hongkong, 15th July, 1895. [1029]

BANK HOLIDAY.

In accordance with Ordinance No. 6 of 1875 the Undermentioned BANKS will be CLOSED for the Transaction of Public Business on MONDAY, the 5th August:-

For the CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

T. E. SANSON,
pro. Manager, Hongkong.

For the HONGKONG & SHANGHAI BANKING CORPORATION.

T. JACKSON,
Chief Manager.

For the NATIONAL BANK OF CHINA, LIMITED.

GEO. W. F. PLAYFAIR,
Chief Manager.

For the MERCANTILE BANK OF INDIA, LIMITED.

JOHN THURBURN,
Manager, Hongkong.

For the BANQUE DE L'INDO-CHINE,
Hongkong Agency.

EMILE MAYER,
Manager.

For the BANK OF CHINA & JAPAN, LIMITED,

HONGKONG,
CHANTREY INCHBALD,
Manager.

Hongkong, 31st July, 1895. [1012]

INSURANCE HOLIDAY.

THE Undermentioned INSURANCE OFFICES will be CLOSED for the Transaction of Public Business on MONDAY, the 5th August, 1895:-

JARDINE, MATHESON & CO.,
General Agents.

CANTON INSURANCE OFFICE, LTD.

General Managers,

HONGKONG FIRE INSURANCE CO., LTD.

N. J. EDE,
Secretary.

UNION INSURANCE SOCIETY OF CANTON, LTD.

B. C. T. GRAY,
Acting Agent.

NORTH-CHINA INSURANCE CO., LTD.

W. H. RAY,
Secretary.

CHINA TRADERS' INSURANCE CO., LTD.

SHEWAN & CO.,
Agents.

YANTZEE INSURANCE ASSOCIATION, LTD.

GEORGE L. TOMLIN,
Acting Secretary.

CHINA INSURANCE CO., LTD.

W. M. MACLEOD,
Manager.

THE INSURANCE CO., LTD.

Hongkong, 30th July, 1895. [1013]

HONGKONG AND SHANGHAI BANKING CORPORATION.

NOTICE is hereby given that the ORDINARY HALF-YEARLY MEETING of the SHAREHOLDERS in the CORPORATION will be held at the CITY HALL, Hongkong, on SATURDAY, the 10th day of August next, at Noon, for the purpose of receiving the Report of the Court of Directors together with a Statement of Accounts to 30th June, 1895.

By Order of the Court of Directors,

T. JACKSON,
Chief Manager.

Hongkong, 24th July, 1895. [1025]

HONGKONG AND SHANGHAI BANKING CORPORATION.

NOTICE is hereby given that the REGISTERS of SHARES of the CORPORATION will be CLOSED from SATURDAY, the 27th instant, to the 10th day of August next (both days inclusive) during which period no TRANSFER OF SHARES can be registered.

By Order of the Court of Directors,

T. JACKSON,
Chief Manager.

Hongkong, 24th July, 1895. [1025]

THE GREEN ISLAND CEMENT COMPANY, LIMITED.

NOTICE is hereby given that an EXTRAORDINARY GENERAL MEETING of the GREEN ISLAND CEMENT COMPANY, LIMITED, will be held at the COMPANY'S OFFICES, No. 9, Praya Central, Victoria, Hongkong, on MONDAY, the 12th day of August, 1895, at 12 NOON. The Subjoined Resolution will be proposed, viz:-

"That the Capital of the Company be Reduced from \$1,000,000, divided into 20,000 Shares of \$10 each, to \$200,000, divided into 20,000 Shares of \$10 each, and that such reduction be effected by cancelling capital which has been lost or is unrepresented by available assets to the extent of \$40 per Share on each of the 14,117 Shares which have been issued and are now outstanding, and by reducing the nominal amount of all the Shares in the Company's Capital from \$50 to \$10 per Share."

Should the above Resolution be duly passed it will be submitted for confirmation as a Special Resolution to a Second Extraordinary General Meeting which will be subsequently convened.

Dated this 23rd day of July, 1895.

SHEWAN & CO.,
General Managers.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE ORDINARY HALF-YEARLY MEETING of SHAREHOLDERS will be held in the OFFICES of the COMPANY No. 14, Praya Central, on MONDAY, the 10th August, at 3 o'clock P.M., for the purpose of receiving the Report of the Directors and the Statement of Accounts to the 30th June, 1895.

The TRANSFER BOOKS of the Company will be CLOSED from the 5th to the 10th August, both days inclusive.

By Order of the Board of Directors,

R. COOKE,
Acting General Manager.

Hongkong, 30th July, 1895. [1024]

Intimations.

FACTS, NOT ASSERTIONS.

A fat Soap greases the skin; an Alkali Soap makes it red and harsh.

WATKINS PEACH BLOSSOM SOAP is nothing but Soap; no fat or Alkali in it.

WATKINS & CO.,

51, APOTHECARIES' HALL, 66, Queen's Road Central, Hongkong.

51.

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029

1029